Monroe Medi-Trans, Inc. *and* Chauffeurs, Teamsters and Helpers Local Union #118, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America. Case 3-CA-9593

June 18, 1981

DECISION AND ORDER

On March 16, 1981, Administrative Law Judge Richard L. Denison issued the attached Decision in this proceeding. Thereafter, the Respondent filed exceptions and a supporting brief.

The Board has considered the record and the attached Decision in light of the exceptions and brief and has decided to affirm the rulings, findings,[1] and conclusions of the Administrative Law Judge and to adopt his recommended Order.[2]

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board adopts as its Order the recommended Order of the Administrative Law Judge and hereby orders that the Respondent, Monroe Medi-Trans, Inc., Rochester, New York, its officers, agents, successors, and assigns, shall take the action set forth in the said recommended Order.

[1] The Respondent has excepted to certain credibility findings made by the Administrative Law Judge. It is the Board's established policy not to overrule an administrative law judge's resolutions with respect to credibility unless the clear preponderance of all of the relevant evidence convinces us that the resolutions are incorrect. *Standard Dry Wall Products, Inc.*, 91 NLRB 544 (1950), enfd. 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing his findings. Nor do we find any merit to the Respondent's contention that the Administrative Law Judge's credibility resolutions, findings, rulings, and interpretation of the evidence demonstrate bias and prejudice on his part against the Respondent. Rather, having carefully and fully considered the record and the Administrative Law Judge's Decision herein, we perceive no evidence that he prejudged the case, made any prejudicial rulings, or demonstrated a bias against the Respondent in his analysis or discussion of the evidence.

We further find no merit to the Respondent's assertion that the Administrative Law Judge erred in refusing to allow it to introduce into evidence, as a prior inconsistent statement, a resignation letter from employee Barry Youll to the Respondent's president and owner, Eileen Coyle, thanking her for having been "a fair and likable [sic] employer" during his 17 months of employment with the Respondent. In our view, Youll's expression of gratitude to Coyle is in no way inconsistent with his testimony concerning the unlawful remarks attributed to the Respondent's general manager, Richard Schwartz. Accordingly, we find that the Administrative Law Judge did not err in refusing to allow the resignation letter into evidence.

[2] In accordance with his partial dissent in *Olympic Medical Corporation*, 250 NLRB 146 (1980), Member Jenkins would award interest on the backpay based on the formula set forth therein.

DECISION

STATEMENT OF THE CASE

RICHARD L. DENISON, Administrative Law Judge: This case was heard at Rochester, New York, on September 2 and 3, 1980, based on a charge filed by Chauffeurs, Teamsters and Helpers, Local Union #118, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, on February 15, 1980.[1] The complaint, issued March 25, as amended, alleges that the Respondent violated Section 8(a)(3) and (1) of the Act on or about February 12 by discharging Walter Young, an ambulance driver, because of his union and protected concerted activities. It is also alleged that both before and after Young's discharge the Respondent engaged in a number of independent violations of Section 8(a)(1) of the Act.

Upon the entire record in the case, including my observation of the witnesses and consideration of the briefs, I make the following:

FINDINGS OF FACT

I. JURISDICTION

As alleged in the complaint and admitted in the answer, I find that the Respondent is, and has been at all times material herein, a New York corporation, having its principal office and place of business at 102 Bay Street, Rochester, New York, where it is engaged in the business of providing and performing ambulance transportation and related services. Annually, the Respondent, in the course and conduct of its business operations, purchased, transferred, and delivered to its Rochester facility, ambulances and other goods and materials valued in excess of $50,000, directly from points outside the State of New York. I find that the Respondent is, and has been at all times material herein, an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

II. LABOR ORGANIZATION INVOLVED

The Union is a labor organization within the meaning of Section 2(5) of the Act.

III. THE UNFAIR LABOR PRACTICES

A. *The Alleged Violations of Section 8(a)(1) of the Act*

The Respondent provides emergency care and transportation for the sick and injured to hospital facilities, and transportation for invalids for medical purposes. The genesis of the union campaign to organize the Respondent's operations occurred on a Tuesday evening in mid-January, when driver-technician and dispatcher Barry Youll, who had worked an additional 8-hour shift substituting for driver-technician Walter Young, went to the office to complain about his pay. In the office, Youll talked to the Respondent's owner and president, Eileen Coyle, in the presence of General Manager Richard Schwartz. Youll expressed his displeasure at the amount of money he had received for the additional shift, stating that he had not even been paid his straight wage rate, let alone overtime. Coyle laughed at him saying, "I'd be stupid to pay you even your straight wage when I have a whole line of people who would be willing to do it for $3 an hour." About 20 minutes later, when they were

[1] All dates are in 1980 unless otherwise specified.

alone together, Youll raised the matter with Richard Schwartz. Youll said that he was displeased with Coyle's response. Since the additional 8-hour shift had raised Youll's total working hours for the week in question to 48, he added, "I worked for a lot of different places, but I never had any employer that told me that they could ignore the overtime law. Do you realize that I am perfectly within my rights to go to the National Labor Relations Board?" Schwartz retorted, "Well, that's your prerogative, but if you do Mrs. Coyle will tell me and [sic] make life miserable for you, because I am the general manager and I would have to."

Coyle did not testify concerning the pay dispute incident with Youll. Schwartz acknowledged talking with Youll in January about his pay after Youll had spoken with Coyle. He admitted Youll mentioned going to the National Labor Relations Board, but denied threatening that Coyle would have him make life miserable for Youll. While testifying, Schwartz exhibited a decided tendency to remember in detail incidents, conversations, or portions of conversations which he clearly considered helpful to the Respondent's case, while being unable to recall the details of matters he considered harmful. I credit Youll's version of the conversations and find that Schwartz' remark that he and Coyle could make life miserable for Youll if he sought the assistance of the Board constitutes a threat proscribed by Section 8(a)(1) of the Act, as alleged in paragraph VI, h, of the complaint.

It is undisputed that in late January, after discussing the possibility of organizing a union with other Monroe employees, including Walter Young and David Stark, Youll contacted the International Union of Electrical Workers who referred him to Ernest Moyer, a representative of Teamsters Local 118. At a meeting at the Union's offices on February 6, Youll, Stark, Young, and employees Miller, Wagner, and Matice signed union authorization cards. After the meeting, the employees, including Walter Young, proceeded to Respondent's premises at 102 Bay Street where LuAnn Schulz and Linde Hill were working. The group talked to Schulz and Hill about their plans to organize a union. Young spoke specifically to Schulz. Cards were also distributed to these two employees at that time.

On Friday, February 8, as LuAnn Schulz was preparing to leave her shift between 4:30 p.m. and 5:30 p.m., Richard Schwartz questioned her about the Union in the bunk room of Respondent's facility. Schwartz said he understood that there was a rumor going around about the Union being initiated, and wanted to know if that was true. When Schulz replied that she could not answer that, he said, "You just answered it for me." Schwartz conceded that Schulz' version of the conversation was true. I therefore find that the Respondent violated Section 8(a)(1) of the Act by interrogating Schulz concerning the union activities of Respondent's employees.

David Stark testified that during the week of February 11, after Walter Young had been discharged, Richard Schwartz questioned him in the front office of the Bay Street facility. They were alone. Schwartz said he had heard that Training Director Robert Cutt had signed a union card for other employees. Schwartz asked if Stark knew whether Cutt did or not, because Cutt denied it. Stark answered that to the best of his knowledge Cutt had.

During the week of February 18, Stark and Schwartz again discussed the Union in the front office area. Schwartz said, "You, Barry, and Walt are labeled as union organizers. I know that Walt is Barry's right-hand man." Stark responded that when he first started working for the Company he was labeled by the crew as a "tattletale" because he wanted to follow procedures. He said he saw there were problems with the Company and very few changes made. Stark stated that his reason for signing a card was to help bring about some changes for the better and also to demonstrate to some of the employees that he supported them.

Also during that same week in the front office of the Company, alone with Schwartz, Schwartz remarked that the Union did not care about representing the employees, and all they really wanted were their union dues. The Union, he continued, could order the employees out on strike whether they wanted to go or not, and if the employees went on strike they "could be fired." On cross-examination Stark insisted that Schwartz used the word "fired."

In yet another conversation that week, between only himself and Schwartz, Schwartz said it would be just fine with the Company if the Union came in since the Company could deal with the Union based on the advice of lawyers and other people about what the Company could legally do. Schwartz said there were a lot of things that they could do, and that they could really make the employees toe the line if there was a contract.

During the week of February 25, in the office alone with Schwartz, Stark mentioned applying for a job with some other company, to which Schwartz answered, "The fact that you're involved in the union activities could go with you when you go to look for a job elsewhere. You might have a hard time finding other employment." Stark said he would look into that, and the conversation ended.

At another time during the week of the 25th Stark, Schwartz, and employee Stuart Mauro were in the front office when Schwartz said, "I knew about the union activities about a week before the letter from the Union arrived.[2] I had some indications of it from people outside the Company, and I got confirmation of it from inside. Mrs. Coyle went on vacation and I spoke with another employee—there is no point in telling you who." Then Schwartz reconsidered and said, "I might as well tell you who it is. It is LuAnn Schulz. I asked her, and she said 'I can't tell you.'" Schwartz stated he had told Schulz by giving him that answer, she had answered his question. Then Schwartz asked the two men what it was they wanted, and they discussed various things that the employees desired from the Company. Schwartz stated he would be willing to negotiate concerning these things.

Near the end of February Stark and Schwartz talked about Barry Youll, with reference to Youll's leadership in the union movement among the employees. For some time prior to the union campaign, Schwartz had nick-

[2] On February 12.

named Youll "Sleprock." Schwartz told Stark, "The employees picked a real slep in Barry for the leader. You would have done better just coming in yourselves as a group, and discussing your demands with the Company." When Stark answered that they would have to think about it, Schwartz stated that if the Union did not make it in, he would be happy to sit down with them to talk about their demands but that it would not be legal to do it at that time. In a continuation of that conversation later, with Stuart Mauro present, Schwartz asked, "What is it you're after that you are not getting now?" When Stark responded, "More money, sick leave, funeral leave, and the elimination of the practice of the Code 10," Schwartz replied that he would give the leave to them as funeral leave if they put a no-strike clause in the contract and would also get rid of the Code 10.[3]

Stark also testified that there were several other times during the month of February when Schwartz stated that he knew who was involved in the Union, and who had signed the cards. In addition, there were several other occasions during this same month when Schwartz criticized the employees' judgment in following Barry Youll with respect to the Union.

Finally, on March 1, Stark went to the office and renewed his discussion with Schwartz about Schwartz' threat that his union activities might cause him difficulties in finding other employment. Stark stated that he had checked up on that matter, and that it was against the law to include any employee's union activities in a personnel file. Schwartz answered that it would not be written in his file, but that it just depended on what he remembered. He said that if someone called for a reference, it could be said that Stark was in trouble, and that it did not matter that it was illegal, it could still be said.

Schwartz remembered having a few conversations with David Stark during the month of February, and that on some of these occasions Mauro was present. Schwartz denied telling Mauro and Stark, at the time Stark testified the conversation occurred, that he knew about employees' union activities, but did not deny ever having made such a statement. Schwartz admitted questioning Stark in the office on February 18 concerning Robert Cutt, as Stark claimed. Furthermore, Schwartz did not deny having a conversation with Stark in which he said that Walter Young, Barry Youll, and Stark had been labeled union organizers. Schwartz simply stated that he did not recall having such a conversation. Schwartz remembered talking to Stark about "different things that I had known about that could take place or would take place or however things happen when people go on strike." According to Schwartz he said, "Number one; why would you want to go on strike, because you would not get any benefits and would not be working and there would not be any money coming in. And number two; if you go out on strike and if it is an unauthorized strike, it doesn't mean that you will come back to work or be brought back in when it is over or that you will have a job when it is over." Schwartz denied telling Stark or any other employee that he would be fired if he participated in a strike, stating, "All I told him was, 'if you go out on strike and it is an unauthorized strike, we could hire people and that doesn't necessarily mean that you will have your job given back to you.'" Schwartz also remembered talking with Stark around February 25 concerning the subject of job references and his personnel file. Schwartz admitted telling Stark, "that Kodak doesn't like union people and somehow they usually find out." Schwartz also admitted that on another occasion he told Stark, "You guys should get yourselves a new leader," during a conversation in which he utilized his pet nickname of "Slep" in reference to Barry Youll. Finally, Schwartz agreed to having talked to Stark and Mauro about what the employees wanted from the Company through the Union, although Schwartz claimed that the employees "volunteered" the information and that he did not make any promises.

I credit David Stark's testimony concerning his conversations with Schwartz, set forth above, in the few instances in which Schwartz denied making the statements attributed to him by Stark. The record clearly shows, on the other hand, that Schwartz' testimony in most instances either admitted the violations of the Act attributed to him or else gave corroborative testimony clearly supporting the inference that those violations occurred. I credit Stark's testimony and find that the Respondent, through Richard Schwartz, violated Section 8(a)(1) of the Act by interrogating employees concerning their own and fellow employees' union activities, by creating the impression that employees' union activities were known and under surveillance, threatening employees with discharge if they engaged in a strike, threatening Stark with a negative job reference because of his union activity, promising to remedy employees' complaints and grievances and to provide increased benefits through an attempt to negotiate with employees directly, as alleged in paragraphs VI,a,b,c,e,f, and g of the complaint. I do not find, however, that Schwartz' conversation with Stark in which he stated that the Company could deal with the Union, and the employees would have to toe the line in accordance with any negotiated contract, constituted an unlawful threat of more strict working conditions as alleged in paragraph VI,d of the complaint, since Schwartz' remark in the context of the entire conversation reveals that he was simply telling Stark that the employees could be legally required to adhere to any contract their union negotiated.

Barry Youll testified further that on a Tuesday evening, in the garage at work, Schwartz threatened him with discharge, as alleged in paragraph VI,i of the complaint. Youll initiated the conversation with reference to an earlier conversation on February 9, during which an irritated Schwartz remarked, "We know that there is something going on around here," and that Youll should get back to work. On this latter occasion, Youll said that he did not know where Schwartz was getting his information, but that he did not think it was all that accurate. As the conversation progressed further, Youll remarked that Training Director Bob Cutt had told him Schwartz

[3] Stark explained that a "Code 10" was the policy of using the lights and siren on an ambulance to pick up invalid or wheelchair patients who were late for an appointment, and then turning off the lights and siren before reaching the destination.

was looking for a reason to fire Youll.[4] At this point Schwartz responded, "I don't have to look for a reason to fire you, baby, you're going to hang yourself. It seems every time something happens around here you're involved. I don't have to look for any reason to fire you, baby." Schwartz remembered having a conversation with Youll in which he told him to get back to work, but Schwartz' only mention of Youll's testimony about looking for a reason to discharge him was a statement that he did not recall any such conversation. I credit Youll's account and find that, considered against the total context of his previous conversations with Youll about the Union, Schwartz' remarks constituted an unlawful threat of discharge as alleged in paragraph VI,i of the complaint.

B. *The Alleged Violation of Section (8)(a)(3) and (1), the Discharge of Walter Young*

The complaint alleges and the answer admits that driver-technician Walter Young was discharged by the Respondent on February 12. The Respondent contends that Young was terminated because of an accident in which he was involved, and allegedly at fault. On February 7 at approximately 5:30 p.m., in his ambulance-van, Young cut through a gasoline station parking lot to avoid an intersection, and upon emerging was hit by another vehicle. Young was on an emergency call to pick up a patient, and had his lights on and siren operating. He was not charged for any traffic violation. There is no evidence that anyone was injured in the collision. Later that evening between 9 and 10 p.m., Young received a telephone call from Eileen Coyle. She instructed Young that he was suspended from operating the ambulance until 8 a.m. on February 12, when Young was next due to report for work, at which time they would discuss the accident.

The interview between Coyle and Young took place as scheduled, at Schwartz' desk in the front office of the Respondent's premises. Schwartz was also present. According to Young, Coyle had both the company accident report form and a copy of the police accident investigation report before her as they discussed the specifics of the accident.[5] Coyle began the conversation by stating that the accident was Young's fault and would be charged to him. Young disagreed. She stated that Young was not yet 21 and that the insurance company was going to assess a surcharge against her because of the incident. Then Young asked Coyle if she thought he was a bad driver, and Coyle responded that although he was a little faster than the other drivers "in general I don't think you are a bad driver." Young reminded Coyle that he was fairly good about his attendance and about patient care, and Coyle agreed. Then he said he would not be driving through parking lots any more. Coyle answered that Young had said this before when "you dumped the lady in the wheelchair, and . . . when you left the door open on the patient," referring to two previous incidents. Young responded, again, that he did not think the accident was his fault, and although he could possibly have made an error in judgment or taken another route, he would not be driving through parking lots any more. Then Coyle said, "I know about the union business, and I know who the two people are who began it." She said she was sorry that the employees were not happy with the wages and company policy, and was sorry they did not come to her instead of going to an outside source. Young then agreed he was not happy with the Company's policy, and said he did not think they were getting paid enough. Coyle responded that paramedics in Buffalo were receiving $4.50 an hour and that she thought she was very generous with the wages. She asked Young if there was anything else he would like to say, and Young again promised he would not drive through parking lots any more. Coyle then fired Young stating, "Well, this accident is bad enough, but with these other things on top of it, I can't let you work here any more." Young left.

Coyle testified she did not tell Young that she was aware of union activity, and that she was sorry that the employees did not come directly to her. She also testified that she could not recall any discussion of unions or union activity during that conversation, although she did not specifically deny that such discussion occurred. Schwartz testified that he did not hear any discussion about the Union or unions during this conversation. In addition to the discussion of my reasons for not crediting Schwartz' testimony with respect to other matters elsewhere in this Decision, Schwartz impressed me strongly as a person desirous of safeguarding his job by telling a winning story for his employer. Coyle exhibited a very aggressive demeanor while testifying, exhibited considerable hostility to the General Counsel, and at times volunteered embellishments in an effort to justify her actions. I credit neither their denials, nor Coyle's assertion, in her version of the discharge interview, that when she asked Young what he would do if he were in her situation, Young responded that he would have to let the driver go. Under all these circumstances I credit Young's version of the discharge interview.

Young acknowledged that as a result of an incident a few months previously, wherein another employee had cut through a parking lot, Coyle had reprimanded that employee and expressed her wishes to all present, including Young, that she did not desire the ambulance drivers to engage in this practice. It is also undisputed, as Young testified in his credited version of the interview with

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[4] At the conclusion of Youll's undisputed testimony about his conversation with Cutt, I granted counsel for the General Counsel's motion to amend the complaint to allege Robert Cutt as a supervisor within the meaning of the Act, and that Cutt had unlawfully threatened Youll with discharge. Cutt did not testify at the hearing. However, an amalgam of the credited testimony of both employee and management witnesses revealed that Cutt's duties were primarily those of being responsible for the Respondent's training program. Although the evidence shows that Cutt undoubtedly from time to time made recommendations concerning those employees he was training, the evidence is inconclusive concerning whether or not Cutt's recommendations and evaluations were uniformly followed by the Respondent. The record is clear, and undisputed, that only Eileen Coyle, Respondent's president, had authority to discharge employees. Consequently, I find that the General Counsel has failed to prove that Cutt is a supervisor within the meaning of the Act and, consequently, violated the Act as alleged in the amendment to the complaint, designated paragraph VI,j.

[5] Both accident reports are in evidence as G.C. Exh. 3 and Resp. Exh. 1, respectively.

Coyle, that Young had "dumped" a wheelchair patient he failed to tie down in December 1979, and had left the door open in January exposing a patient to the cold. Coyle testified that her policy with respect to discharges was "Three times and you're out." Thus, she felt she had no alternative, pursuant to this policy, but to discharge Young. This position does not withstand scrutiny, however, based upon Coyle's own testimony and that of Schwartz. Coyle testified that earlier in the week of Young's February 7 accident, Young was allegedly at fault when he went to the wrong address. However, Coyle did not discuss this matter with Young, and he was not disciplined for this infraction in any way. Also, in January, David Stark was discharged for a "series of events" which he had with a vehicle, but Stark was reemployed about a week or week and a half after he was discharged. Coyle also testified that in either 1975 or 1976 an employee named Andrew Carr was summarily discharged for the same type of activity in which Young engaged on the evening of February 7. There is no evidence that any of the Respondent's employees ever heard of a company policy to the effect that three infractions of company policies would result in termination, and Coyle's testimony shows variations occurred. Thus, it is clear that no such set policy exists, and Coyle's testimony that it did could only have as its purpose the masking of the true reason for Walter Young's termination. Considering Coyle's remarks to Young about the Union during the discharge interview; and Coyle's and Schwartz' admissions that Schwartz informed Coyle by telephone on the evening of February 10 that he had heard rumors about the Union, all in the light of the Respondent's vigorous and unlawful antiunion campaign, including the identification of the Union's employee leadership and threats of discharge, I find that the Respondent seized upon Young's accident as a pretext to eliminate from its employ one of the Union's leading adherents. I therefore find that the only reason why Walter Young was discharged, under all the circumstances presented, was his union activity, in order to provide for the other employees an example of what could happen to those who supported the Union in its organizational drive. Thus, the Respondent violated Section 8(a)(1) and (3) of the Act by discharging Walter Young.

CONCLUSIONS OF LAW

1. The Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. The Union is a labor organization within the meaning of Section 2(5) of the Act.

3. By discharging Walter Young because of his union activities on February 12, the Respondent violated Section 8(a)(1) and (3) of the Act.

4. By interrogating employees concerning their union activities and those of fellow employees; threatening employees with discharge, negative job references, and other reprisals; by promising to remedy employees' complaints and grievances, and promising them increased benefits and improved terms and conditions of employment; and by engaging in conduct creating the impression that their union activities were under surveillance. the Respondent violated Section 8(a)(1) of the Act.

5. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act.

6. The Respondent did not violate the Act in any respects other than those specifically found.

THE REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, I find it necessary to order that the Respondent cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act.

The Respondent having discriminatorily discharged Walter Young, I find it necessary to order that the Respondent offer him full reinstatement with backpay computed on a quarterly basis, plus interest as prescribed in *F. W. Woolworth Company*, 90 NLRB 289 (1950), and *Florida Steel Corporation*, 231 NLRB 651 (1977).[6] I shall also order the Respondent to post an appropriate notice with respect to the violations of Section 8(a)(1) and (3) of the Act found to have occurred.

Upon the foregoing findings of fact and conclusions of law, and the entire record, and pursuant to Section 10(c) of the Act, I hereby issue the following recommended:

ORDER[7]

The Respondent, Monroe Medi-Trans., Inc., Rochester, New York, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Discharging or otherwise discriminating against Walter Young or any other employee for the purpose of discouraging employees from engaging in union activities or concerted activities for their mutual aid or protection.

(b) Interfering with, restraining, or coercing employees in violation of Section 8(a)(1) of the Act by interrogating employees concerning their union activities, and those of fellow employees; threatening employees with discharge, negative job references, and other reprisals; by soliciting employees' complaints and grievances, and promising them increased benefits and improved terms and conditions of employment; and by engaging in conduct creating the impression that their union activities were under surveillance.

(c) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purposes of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities, except to the extent that such

[6] See, generally, *Isis Plumbing & Heating Co.*, 138 NLRB 716 (1962).

[7] In the event no exceptions are filed as provided by Sec. 102.46 of the Rules and Regulations of the National Labor Relations Board, the findings, conclusions, and recommended Order herein shall, as provided in Sec. 102.48 of the Rules and Regulations, be adopted by the Board and become its findings, conclusions, and Order, and all objections thereto shall be deemed waived for all purposes.

right may be affected by an agreement requiring membership in a labor organization as a condition of employment, as authorized in Section 8(a)(3) of the Act, as amended.

2. Take the following affirmative action designed to effectuate the policies of the Act:

(a) Offer Walter Young immediate and full reinstatement to his former position or, if such position no longer exists, to a substantially equivalent position, without prejudice to his seniority or other rights and privileges, and make him whole for any loss of earnings in the manner set forth in the section of this Decision entitled "The Remedy."

(b) Preserve and, upon request, make available to the Board or its agents, or examination and copying, all payroll records, social security payment records, timecards, personnel records, and all other records necessary to analyze the amount of backpay due under the terms of this Order.

(c) Post at its facility at Rochester, New York, copies of the attached notice marked "Appendix."[8] Copies of the notice, on forms provided by the Regional Director for Region 3, after being signed by an authorized representative of the Respondent, shall be posted by the Respondent immediately upon receipt thereof, and be maintained by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to insure that said notices are not altered, defaced, or covered by any other material.

(d) Notify the Regional Director for Region 3, in writing, within 20 days from the date of this Order, what steps the Respondent has taken to comply herewith.

[8] In the event that the Board's Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

After a hearing at which all sides had an opportunity to present evidence and state their positions, the National Labor Relations Board found that we have violated the National Labor Relations Act, as amended, and has ordered us to post this notice.

WE WILL NOT discharge or otherwise discriminate or punish our employees because they have engaged in union activities, or concerted activities for their mutual aid or protection.

WE WILL NOT interrogate our employees concerning their union membership, sympathies, or activities, or the union membership, sympathies, and activities of their fellow employees.

WE WILL NOT threaten our employees with discharge if they engage in a strike, or other union or protected concerted activities; nor will we engage in conduct designed to create the impression that their union activities are under surveillance.

WE WILL NOT threaten our employees with negative job references or other unspecified reprisals because of their union or protected concerted activities; nor will we solicit complaints and grievances from them, or promise them increased benefits, or improved terms and conditions of employment for the purposes of discouraging support for or membership in Chauffeurs, Teamsters and Helpers, Local Union #118, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, or any other labor organization.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce employees in the exercise of their rights to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in union activities or concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any or all such activities, except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized in Section 8(a)(3) of the Act, as amended.

WE WILL offer Walter Young immediate and full reinstatement to his former position or, if such position no longer exists, to a substantially equivalent position, without prejudice to his seniority or other rights and privileges, and will make him whole for any loss of earnings he may have suffered as a result of our discrimination against him.

MONROE MEDI-TRANS., INC.